

## GENERAL TERMS AND CONDITIONS OF AEROWALLA.COM ONLINE STORE

These general terms and conditions of **AEROWALLA.com** online store (the “**Terms and Conditions**”), operated by **Jan Walla**, entrepreneur, with the registered office at **Tichá 469, 79607 Držovice**, ID No. **17626587**, registered in the Trade Register, e-mail **info@aerowalla.com**, telephone number **+420728344857** (the “**Seller**”), govern the mutual rights and obligations of Buyers (you) and the Seller, arising in connection with or on the basis of a purchase agreement (the “**Agreement**”) concluded through the [www.aerowalla.com](http://www.aerowalla.com) online store, in accordance with Section 1751(1) of Act No. 89/2012 Coll., the civil code, as amended (the “**Civil Code**”). All information about the processing of your personal data is contained in the Privacy Policy available here: [Privacy Policy.pdf](#)

The provisions of these Terms and Conditions form an integral part of the Agreement. The Agreement and the Terms and Conditions are drawn up in the Czech or English language. The Terms and Conditions are subject to changes from time to time. This is without prejudice to any rights and obligations arising during the effective period of the previous version of the Terms and Conditions.

As you know, we primarily communicate remotely. Therefore, our Agreement is also subject to the use of remote means of communication that enable us to agree without the simultaneous physical presence of the parties involved. The Agreement is thus concluded remotely in the online store environment, through the interface of the website (the “**Online Store web interface**”).

If any part of the Terms and Conditions is inconsistent with the conditions agreed upon as part of your purchase on our Online Store, the specific conditions of your purchase will prevail over the Terms and Conditions.

### 1. DEFINITIONS

- 1.1. The **Price** is the amount of money you will pay for the Goods;
- 1.2. **Shipping** is the amount of money you will pay for delivery of the Goods, including the cost of packing;
- 1.3. The **Total Price** is the sum of the Price and Shipping;
- 1.4. **VAT** is the value added tax under the laws in force;
- 1.5. **Invoice** is a tax document issued in accordance with the Value Added Tax Act for the Total Price;
- 1.6. **Order** is your binding offer to enter into an Agreement for the purchase of Goods;
- 1.7. **User Account** is an account set up using the data provided by you, which enables the storage of the data entered and contains the history of ordered Goods and concluded Agreements;
- 1.8. **you** are a person making a purchase on our Online Store, legally referred to as a Buyer;
- 1.9. **Goods** are everything that can be bought via the Online Store.
- 1.10. **Return Address** is the following address to which you return Goods back to the Seller under this Agreement:

Jan Walla - AEROWALLA.com  
Tichá 469  
79607 Držovice  
Czech Republic

## **2. GENERAL PROVISIONS AND INFORMATION**

- 2.1. Goods can only be bought using the Online Store web interface.
- 2.2. When purchasing Goods, you are required to provide all information correctly and truthfully. We will therefore consider the information you have provided to us in the Order to be correct and true.
- 2.3. We also provide access to reviews of the Goods by other consumers on our Online Store. We ensure and verify the authenticity of reviews by linking the reviews to specific orders, so that we can see the linked order ID for each review in our internal system and are able to verify and prove that the review is from an actual consumer.
- 2.4 ALL ITEMS offered on our Online Store are scale models or their parts and accessories and ARE FOR ADULT COLLECTORS ONLY AND ARE NOT SUITABLE FOR CHILDREN UNDER 14 YEARS OF AGE.

## **3. ENTRY INTO AGREEMENT**

- 3.1. Agreement can only be in Czech or English language.
- 3.2. The Agreement is concluded remotely via the Online Store. Costs of remote means of communication are borne by you. However, these costs will not exceed the basic rate charged by your provider (i.e. in particular for access to the Internet). We will charge no additional costs in excess of the Total Price. By placing an Order, you agree to use remote communication means.
- 3.3. To enter into an Agreement, you must place an Order on the Online Store. The Order must include the following information:
  - a) information about the Goods you are purchasing (to buy the desired Goods, click the “add to cart” button);
  - b) information about the Price, Shipping, method of payment of the Total Price and the desired method of delivery of Goods; this information will be entered as part of the Order within the user interface of the Online Store; information about the Price, Shipping and Total Price will be shown automatically depending on the Goods selected, the delivery and payment method selected by you;
  - c) your identification and contact details to enable us to deliver the Goods, in particular your name, surname, delivery address, telephone number and email address.
- 3.4. When placing an Order, you may change and check the entered information until the Order is completed. After you check that everything is correct, click the “Order with obligation to pay” button and the Order will be completed. However, before clicking the button, you must confirm that you have read and agreed to these Terms and Conditions, failing which you will not be able to complete the Order. A check box is used to confirm and agree. After clicking the “Order with obligation to pay” button, all entered information will be sent directly to us.
- 3.5. We will confirm your Order as soon as possible after it is delivered to us by an automatic message sent to your e-mail address entered in the Order. The confirmation will include a summary of the Order and these Terms and Conditions as an attachment. The Terms and Conditions as in force on the date of the Order, i.e. as attached to the confirmation email, form an integral part of the Agreement. Confirmation of the Order does not constitute a final Agreement. The Agreement will only be concluded once we have confirmed that your Order has been processed. We will usually send you the confirmation of the

processing of your Order within one working day; however, the time limit may vary depending on, among other things, the traffic and number of other Orders.

- 3.6. In certain cases, we may be unable to confirm an Order, such as where the Goods are not available or where you order more Goods than we are able to supply. However, we will always provide you with information about the maximum number of Goods in advance within the Online Store to prevent any unpleasant surprises. If we are unable to confirm an Order, we will contact you and send you an offer to enter into an Agreement with certain changes compared to the original Order. In such a case, the Agreement is concluded at the time you confirm our modified offer.
- 3.7. If an obviously incorrect Price is stated on the Online Store or in the Order, we are not obliged to deliver the Goods to you at that Price even if you have received confirmation of the Order and an Agreement has been concluded. If this happens, we will contact you immediately and send you an offer to enter into a new Agreement with certain changes compared to the original Order. The new Agreement is then concluded when you confirm our modified offer. An apparent error is, for example, where the Price does not correspond to the usual price of other retailers or Price with missing or, on the contrary, extra figure(s).
- 3.8. If an Agreement is concluded, you are obliged to pay the Total Price.
- 3.9. You may place an Order via your User Account if you registered for it. However, even in this case, you are obliged to check the accuracy, truthfulness and completeness of the pre-filled data. The process of placing an Order is the same as in the case of a Buyer without a User Account. The advantage of a User Account is that you will not need to repeatedly fill in your identification data.
- 3.10. In some cases, we allow you to claim a discount. In order for the discount to be granted, you must fill in the details of the discount in a special field within the Order. If you do so, the Goods will be provided to you at a reduced price.

#### **4. USER ACCOUNT**

- 4.1. Based on your registration on the Online Store, you can access your User Account.
- 4.2. When registering for a User Account, you must provide correct and truthful information and to update it if any changes occur.
- 4.3. Access to the User Account is secured by a username and password. It is your responsibility to maintain confidentiality regarding this access and not to provide this information to anyone. We bear no liability if your access data is misused.
- 4.4. The User Account is personal and you are not entitled to allow third parties to make use of it.
- 4.5. We may cancel your User Account, in particular if you have not used it for more than 1 YEAR or if you breach your obligations under the Agreement.
- 4.6. The User Account may not be available continuously, in particular with regard to the necessary maintenance of hardware and software.

#### **5. PRICE AND TERMS OF PAYMENT, RESERVATION OF TITLE**

- 5.1. The Price is always stated within on Online Store, in the Order proposal and of course in the Agreement. In the event of a discrepancy between the Price shown on the Online Store and the Price stated in the Order proposal, the Price stated in the Order proposal will apply and will always be the same as the price

in the Agreement. The Order proposal also contains Shipping, or the conditions when transport is free of charge.

- 5.2. You will be required to pay the Total Price after the conclusion of the Agreement and before delivery of the Goods. You may pay the Total Price as follows:
  - a) By bank transfer. We will send you the payment details within the Order confirmation. In the case of payment by bank transfer, the Total Price is payable within **2 days**
  - b) Online by a card. In this case, payment is made via the **Comgate** payment gateway, and payment is subject to the terms and conditions of this provider, which are available at: <https://www.comgate.cz/en>. In case of online card payment, the total price is payable immediately
- 5.3. The invoice will be issued in electronic form after payment of the Total Price and will be sent to your e-mail address. The invoice will also be physically attached to the Goods and available in the User Account.
- 5.4. Title to the Goods will not pass to you until you have paid the Total Price and took delivery of the Goods. If you paid by bank transfer, the Total Price is deemed paid when credited to our account. For other methods of payment, the Total Price is deemed paid at the time of payment.
- 5.5. The Seller is not registered for VAT.

## **6. DELIVERY, TRANSFER OF RISK**

- 6.1. The Goods will be delivered to you within 30 days by the method of your choice. The following transport methods are available:
  - a) Delivery via DHL, DPD, PPL
- 6.2. Goods can be delivered to the countries listed in the shipping price list.
- 6.3. The delivery time always depends on availability of the Goods and the chosen method of delivery and payment. The estimated delivery time will be communicated to you in the Order confirmation. The time stated in these Terms and Conditions is indicative only and may differ from the actual delivery time.
- 6.4. Upon receipt of the Goods from the carrier, you must check the integrity of the packaging of the Goods and, in the event of any defects, to notify the carrier and us immediately. If there is any defect in the packaging indicating that someone has tampered with or opened your parcel, you may refuse the Goods from the carrier.
- 6.5. If you breach your obligation to accept the Goods, except in accordance with Article 6.4 of the Terms and Conditions, we will not be deemed to have violated our obligation to deliver the Goods to you. At the same time, your failure to accept the Goods will not constitute withdrawal from the Agreement. However, in such a case we will have the right to withdraw from the Agreement on the grounds of your material breach of the Agreement. If we decide to withdraw from the Agreement, the withdrawal will be effective on the date you receive the notice of withdrawal. Withdrawal from the Agreement is without prejudice to any claim for payment of the Shipping or, if applicable, any damages.
- 6.6. If, for reasons on your part, the Goods are delivered repeatedly or in a different manner than agreed in the Agreement, you must reimburse us for the costs of such repeated delivery. The payment details for reimbursement of these costs will be sent to your email address set out in the Agreement and are payable within 14 days after receipt of the email.

- 6.7. The risk of damage to the Goods is transferred to you when you take possession of them. If you fail to take delivery of the Goods, except in accordance with Article 6.4 of the Terms and Conditions, the risk of damage to the Goods will transfer to you once you could have taken delivery of the Goods but refused to do so for reasons on your part. The transfer of the risk of damage to the Goods means that you bear all consequences related to the loss, destruction, damage or any deterioration of the Goods from the moment of transfer.
- 6.8. If the Goods have not been listed as in stock on the Online Store and an estimated restock date is indicated, we will always inform you:
- a) in case of an extraordinary failure in the production of the Goods, in which case we will always provide you with a new expected restock date or information that the Goods cannot be delivered;
  - b) in case of delay in delivery of the Goods from our supplier, and we will always inform you of new expected delivery time.

## **7. RIGHTS FROM DEFECTS**

- 7.1. We warrant that the Goods are free from defects as of transfer of risk of damage to the Goods under Article 6.7 of the Terms and Conditions, including, without limitation, that the Goods:
- a) conform to the agreed description, type and quantity, as well as quality, functionality, compatibility, interoperability and other agreed characteristics;
  - b) are suitable for the purpose for which you require them and to which we agree;
  - c) are supplied with the agreed accessories and instructions for use;
  - d) are fit for the purpose for which Goods of that kind are normally used;
  - e) correspond in terms of quantity, quality and other characteristics, including durability, functionality, compatibility and safety, to the usual characteristics of Goods of the same kind that you can reasonably expect, even taking into account public statements made by us or another person in the same contractual chain, in particular advertising or labelling;
  - f) are supplied with such accessories, including packaging and other instructions for use, as you may reasonably expect;
  - g) correspond in quality or workmanship to the sample or specimen provided to you before the conclusion of the Agreement.
- 7.2. The rights and obligations with regard to rights arising from defective performance are governed by the applicable laws and regulations (in Sections 2099 to 2117 and 2161 to 2174b of the Civil Code and Act No. 634/1992 Coll., on consumer protection, as amended).
- 7.3. If the Goods are defective, in particular if any of the conditions under Article 7.1, are not fulfilled, you may notify us of such defect and exercise your rights from defective Goods (i.e. make a complaint/claim) by sending an e-mail or letter to our addresses listed in our identification data. In exercising your right from defects, you must indicate how you wish to resolve the defect. Be advised, you cannot subsequently change your decision without our consent. We will process the complaint in accordance with the right you have exercised. In order to facilitate the settlement of the complaint, please attach photographs of the defect to the complaint.

7.4. If the Goods are defective, you are entitled:

- a) to a removal of the defect by supplying new Goods in perfect condition, or by supplying the missing part of the Goods; or
- b) to a removal of the defect by repair,

unless the chosen method of remedy is impossible or disproportionately expensive compared to the other method, which will be assessed in particular with regard to the significance of the defect, the value the Goods would have without the defect and whether the defect can be removed by the other method without significant inconvenience to you.

7.5. We are entitled to refuse to remove the defect if it is impossible or unreasonably costly to do so, in particular having regard to the significance of the defect and the value that the Goods would have without the defect.

7.6. You are further entitled to:

- a) a reasonable discount on the Price; or
- b) withdraw from the Agreement,

if:

- a) we refuse to remove the defect or fail to remove it in accordance with the law;
- b) the defect manifests itself repeatedly,
- c) the defect is a material breach of the Agreement; or
- d) it is apparent from our statement or the circumstances that the defect will not be removed within a reasonable time or without significant inconvenience to you.

7.7. The right to withdraw from the Agreement will not apply if the defect in the Goods is insignificant.

7.8. If you have caused the defect in the Goods yourself, you are not entitled to any rights from defects.

7.9. Defects in the Goods will not include wear and tear caused by normal use or, in the case of used Goods, wear and tear corresponding to the extent of their previous use.

7.10. When you make a complaint, we will issue a written confirmation:

- a) containing the date on which you made the complaint;
- b) describing the content of the complaint;
- c) indicating the method of complaint resolution you require;
- d) including your contact details for the purpose of providing information about the complaint process.

7.11. Unless we agree on a longer period, we will remove defects within 30 days of receipt of the complaint and provide you with information on the resolution of the complaint to the contact details provided. If this period expires to no effect, you may withdraw from the Agreement or claim a reasonable discount.

- 7.12. We will inform you by e-mail about the settlement of the complaint and issue a confirmation of the date and method of resolution of the complaint. If the complaint is justified, you will be entitled to a refund of the costs reasonably incurred. You are obliged to provide proof of these costs, e.g. receipts or shipping bills. If the complaint has been resolved by the delivery of new Goods, you must return the original Goods to us. Costs of such return are borne by us.
- 7.13. If you are an entrepreneur, you must notify and claim the defect without undue delay after you could have discovered it, but no later than within three days of receipt of the Goods.
- 7.14. If you are a consumer, you have the right to exercise your rights from defects in consumer Goods within 24 months of their receipt.
- 7.15. Return the Goods to the Seller in accordance with this Article of the Agreement to the Return Address. Please write your order number on the box and place the invoice inside it. Always ship the Goods in a sturdy box, similar to the one that was used for original delivery. Never put the Goods inside an envelope as this will damage them. Use enough padding material to protect the returned Goods from all sides and to prevent any movement inside the parcel.
- 7.16. When sending the Goods back to the Seller from outside the European Union due to complaint, please write the following on the CN22/CN23 customs document: "RETURNED GOODS - BROKEN" with a value of € 0. If you fail to do so, you may be subject to customs charges as determined by the relevant government authorities.

## **8. WITHDRAWAL**

- 8.1. Withdrawal from the Agreement, i.e. termination of our contractual relationship with effect from the start, is possible for the reasons and in the ways set out in this Article or in other provisions of the Terms and Conditions expressly stating this possibility.
- 8.2. If you are a consumer, i.e. a person purchasing the Goods outside business activity, you have the right to withdraw from the Agreement without giving any reason within 14 days from the date of conclusion of the Agreement, or if it is a purchase agreement, then within 14 days from their receipt. If we have concluded an Agreement for several pieces of Goods or that concerned the delivery of several parts of Goods, this period will not commence until the date of delivery of the last piece or part of Goods. If we concluded an Agreement whereunder Goods will be delivered to you regularly and repeatedly, the time limit for withdrawal will commence on the date of receipt of the first delivery.
- 8.3. You may withdraw from the Agreement by any demonstrable means (in particular by sending an email to our address as set out in our identification details). You may also use the model withdrawal form, which is attached as Annex 2 to the Terms and Conditions.
- 8.4. However, you may not withdraw from the Agreement in cases where the subject of the Agreement is the performance referred to in Section 1837 of the Civil Code, even where you are a consumer.
- 8.5. The withdrawal time limit under Article 8.2 of the Terms and Conditions will be deemed to be maintained if you send us a withdrawal notice during its course.
- 8.6. In the event of withdrawal from the Agreement pursuant to Article 8.2 of the Terms and Conditions, you are obliged to return the Goods to us within 14 days of withdrawal. You will bear the costs of return. You are, in turn, entitled to a refund of the Shipping, but only in an amount equivalent to the cheapest method of delivery offered for delivery of the Goods. In the event of withdrawal due to our breach of the

Agreement, we will also pay the return costs, but again only up to the amount of the Shipping corresponding to the cheapest delivery method offered for delivery of the Goods.

- 8.7. In the event of withdrawal from the Agreement, the Price will be refunded to you within 14 days of the effective date of withdrawal to the account from the funds were sent or to the account selected by the Buyer. However, the amount will not be refunded until we have received the Goods or you have provided proof of their dispatch to us. Please return the Goods to us clean and in their original packaging.
- 8.8. In the event of withdrawal from the Agreement pursuant to Article 8.2 of the Terms and Conditions, you will be liable to us for any reduction in the value of the Goods caused by their handling in a manner that was not necessary to get familiarized with the features and functionality of the Goods, i.e. in the manner in which you would familiarize yourself with the Goods in a bricks-and-mortar shop. If we have not yet refunded the Price, we will be entitled to set off our claim for reimbursement of costs against your claim for reimbursement of the Price.
- 8.9. Return the Goods to the Seller in accordance with this Article of the Agreement to the Return Address. Please write your order number on the box and place the invoice inside it. Always ship the Goods in a sturdy box, similar to the one that was used for original delivery. Never put the Goods inside an envelope as this will damage them. Use enough padding material to protect the returned Goods from all sides and to prevent any movement inside the parcel.
- 8.10. When sending the Goods back to the Seller from outside the European Union due to withdrawal, please write the following on the CN22/CN23 customs document: "RETURNED GOODS – FAILED SALE" with a value of € 0. If you fail to do so, you may be subject to customs charges as determined by the relevant government authorities.
- 8.11. We are entitled to withdraw from the Agreement at any time before we deliver the Goods to you if there are objective reasons why the Goods cannot be delivered (in particular, reasons on the part of third parties or reasons based on the nature of the Goods), even before the expiry of the period specified in Article 6.1 of the Terms and Conditions. We may also withdraw from the Agreement if it is clear that you have deliberately provided incorrect information in the Order. If you are purchasing goods in the course of your business, i.e. as an entrepreneur, we are entitled to withdraw from the Agreement at any time, even without giving a reason.

## **9. CONSUMER DISPUTE RESOLUTION**

- 9.1. We are not bound by any codes of conduct in relation to Buyers within the meaning of the Civil Code.
- 9.2. We handle consumer complaints via the electronic address **info@aerowalla.com**. We will send information about the complaint process to the Buyer's electronic address.
- 9.3. The Czech Trade Inspection Authority, with its registered office at Štěpánská 567/15, 120 00 Prague 2, ID No.: 000 20 869, internet address: <http://www.coi.cz> is the competent authority for out-of-court consumer disputes. The online dispute resolution platform at <http://ec.europa.eu/consumers/odr> can be used to resolve disputes between the Seller and the Buyer, who is a consumer, from a purchase agreement concluded by electronic means.
- 9.4. The European Consumer Centre Czech Republic, with its registered office at Štěpánská 567/15, 120 00 Prague 2, internet address: <http://www.evropskyspotrebitel.cz> is the contact point under Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution



for consumer disputes and amending Regulation (EC) No. 2006/2004 and Directive 2009/22/EC (Regulation on online dispute resolution for consumer disputes).

## **10. FINAL PROVISIONS**

- 10.1. If our legal relationship contains a so-called international element (for example, we ship goods outside the Czech Republic), the relationship will always be governed by the laws of the Czech Republic (excluding the UN Convention on Contracts for the International Sale of Goods) and any disputes relating to or arising out of it will be decided by Czech courts. However, if you are a consumer, this provision will not affect your rights under mandatory provisions of law.
- 10.2. All written correspondence with you will be delivered by electronic mail. Our email address is set out next to our identification details. We will deliver correspondence to your email address set out in the Agreement, in your User Account or through which you have contacted us. However, we reserve the right to use postal mail, if we decide so, in particular to the address you have provided.
- 10.3. The Agreement may only be amended by written arrangement. However, we are entitled to amend these Terms and Conditions, provided that such amendment will not affect any Agreement already entered into, but only any Agreements entered into after the amendment takes effect. Be advised, we will only inform you of the change if you have created a User Account (so that you are aware in case you order new Goods; the change does not automatically entitle you to terminate anything, as we do not have an Agreement that can be terminated) or we are to supply you with Goods on a regular and recurring basis under the Agreement. We will send you information about the change to your email address at least 14 days before the change takes effect. If we do not receive notice of termination from you within 14 days of our notification of the change, the new terms and conditions will become part of our Agreement and will apply to the next supply of Goods after the change takes effect. If you decide to terminate the Agreement, the notice period is 2 months.
- 10.4. In case of force majeure or events that cannot be foreseen (natural disaster, pandemic, operational failures, failures of subcontractors, etc.), we will not be liable for damage caused as a result of or in connection with force majeure. If force majeure lasts for more than 10 days, both parties will have the right to withdraw from the Agreement.
- 10.5. Attached to the Terms and Conditions is a sample complaint form and a sample withdrawal form.
- 10.6. The Agreement, including the Terms and Conditions, is archived electronically with us but is not accessible to you. However, you will always receive these Terms and Conditions and an Order confirmation with a summary of the Order by email and you will therefore always have access to the Agreement without our involvement. We recommend that you always save the Order confirmation and the Terms and Conditions.
- 10.7. These Terms and Conditions are effective as of **10 April 2024**.

**ANNEX 1 – COMPLAINT FORM**

**Addressee: Jan Walla**

ID No. 17626587

Tichá 469, 79607 Držovice

**Complaint**

Date of conclusion of the Agreement:	
Name and surname:	
Address:	
E-mail address:	
Goods being claimed:	
Description of defects:	
Desired method of resolution:	

I also ask for a confirmation of the complaint stating when I exercised this right, what is the content of the complaint, what method of complaint resolution I require, together with my contact details for the purpose of providing information on complaint settlement.

Date:

Signature:

## ANNEX 2 – WITHDRAWAL FORM

**Addressee: Jan Walla**

ID No. 17626587

Tichá 469, 79607 Držovice

**I hereby withdraw from the Agreement:**

Date of Agreement:	
Name and surname:	
Address:	
Email address:	
Agreement concerns the following Goods:	
Refund method or bank account number:	

A buyer – consumer who ordered goods through **AEROWALLA.com** Online Store operated by **Jan Walla**, entrepreneur, with the registered office at **Tichá 469, 79607 Držovice, ID No. 17626587**, registered in the Trade Register (the “**Entrepreneur**”) or through other means of distance communication, except for the cases referred to in Section 1837 of Act No. 89/2012 Coll., the civil code, as amended, may withdraw from an already concluded purchase agreement within 14 days from its conclusion, or within 14 days from receipt of goods, if the agreement concerns purchase of goods. In the case of an agreement involving several items of goods or the delivery of several parts of goods, this period will not run until the date of delivery of the last item or part of the goods, and if goods are to be delivered regularly and repeatedly, from the date of the first delivery.

The buyer will notify the Entrepreneur of withdrawal in writing to the above address of the Entrepreneur or electronically to the e-mail address indicated on the sample form.

A buyer – consumer who withdraws from the purchase agreement will send or hand over to the Entrepreneur the goods received from the Entrepreneur without undue delay, but no later than within 14 days of withdrawal from the purchase agreement.

If a buyer – consumer withdraws from the purchase agreement, the Entrepreneur will return to the consumer, without undue delay and no later than within 14 days of withdrawal, all funds (purchase price of the delivered goods), including delivery costs, received from the consumer under the purchase agreement using the same method as the buyer for the original payment. If the buyer has not selected the cheapest method of delivery offered by the Entrepreneur, the Company will reimburse the buyer for the cost of delivery only in the amount corresponding to the cheapest method of delivery offered. The Company will not be obliged to return funds to the buyer before it has received the goods back or before the buyer has provided proof of dispatch of the goods to the Company.